

MORTGAGE OF REAL ESTATE

36C98 PROVISIONAL-JANUARY CO.-GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Paul R. Payne, of Greenville County, South Carolina

WHEREAS, I, the said Paul R. Payne

SEND GREETING:

in and by my certain promissory note in _____ writing, of even date with these presents and well and truly indebted to City Lumber Company, a corporation in the full and just sum of Two Hundred Fifty + no/100 (\$250.00) Dollars to be paid: one (1) year after date,

*Satisfied in full
Sept. 28th. 1939
M^cKinney
A. Neal.*

with interest thereon from Sept. 28th. 1939 at the rate of six (6%)

per cent. per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of 10% of the amount due

besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor _____, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee _____ according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor _____ in hand well and truly paid by the said Mortgagee _____, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee _____ and # 12275

its successors, heirs and assigns, forever, all and singular that certain _____ parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

in the Township of West Greenville, on the south side of Perry Avenue, being shown as Lot no. 37 on plat of Wainwright & Burnham lands known as "Arlington Heights", and having the following metes and bounds to-wit:

Beginning at a stake on the south side of Perry Avenue, corner of Lot no. 36, and running thence with the line of said lot, S. 23 1/4 N. 191 feet to proposed alley; thence along said alley, N. 67.30 N. 50 feet to a stake, corner of Lot no. 38; thence with the line of said lot, N. 23 1/4 E. 191 feet to a stake on Perry Avenue; thence with the southern side of Perry Avenue, S. 67.30 E. 50 feet to the beginning corner, being the same property conveyed to Paul R. Payne by Aileen Mc Kee by deed dated July 23, 1936 and recorded in the R. M. C. Office for Greenville County in Book of Deeds "188" at Page 33.

It is understood and agreed that this mortgage is junior in lien to the mortgage of Paul R. Payne to Fidelity Federal Savings and Loan Association, Greenville, S. C., in the sum of \$3100.00, dated January 15, 1938.

State of South Carolina.
County of Greenville.

For value received we do hereby assign, transfer and set over unto G. A. Neal and G. J. McKinney the within mortgage and the note securing the same, without recourse. This 5 day of Sept. 1939

In The Presence of: City Lumber Company
D. B. Leatherwood By: G. A. Neal
J. L. Love. as Pres.
Assignment Recorded Sept. 28, 1939 at 9:30 A.M.